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Attorneys for Plaintiffs.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

BROOKLYN DUST MUSIC, UNIVERSAL-)	Case No. 2:06-CV-1844-MCE-EFB
POLYGRAM INTERNATIONAL)	
PUBLISHING, INC., HEY DID SHE)	
ASK ABOUT ME MUSIC, TVT MUSIC,)	
INC., 50 CENT MUSIC, STUCK IN)	
THE THROAT MUSIC, FAMOUS MUSIC)	STIPULATION FOR SETTLEMENT AND
LLC, Successor in Interest to)	ENTRY OF JUDGMENT IN THE EVENT
FAMOUS MUSIC CORPORATION,)	OF DEFAULT
)	
Plaintiffs,)	
)	
v.)	
)	
WILSON SCOTT ASHLEY and HOWARD)	
JOHN COOK,)	
)	
Defendants.)	

IT IS HEREBY STIPULATED by and between Plaintiffs Brooklyn
Dust Music, Universal Polygram International Publishing, Inc.,
Hey Did She Ask About Me Music, TVT Music, Inc., 50 Cent Music,
Stuck in the Throat Music, and Famous Music, LLC, Successor in
Interest to Famous Music Corporation (hereinafter "Plaintiffs")

1 and Wilson Scott Ashley and Howard John Cook (hereinafter
2 "Defendants") as follows:

3 1. Defendants shall pay to the American Society of
4 Composers, Authors and Publishers (ASCAP), on behalf of
5 Plaintiffs, the sum of Five Thousand Five Hundred Dollars
6 (\$5,500.00). Payment is to be made by eleven installment
7 payments of \$500.00 each due on the first day of each month
8 beginning November 1, 2006, until the full amount is paid. Each
9 payment is to be submitted to the undersigned attorneys for
10 Plaintiffs, or anyone else they shall designate.

13 2. This Stipulation is in settlement of all claims and
14 causes of action by members of ASCAP against Defendants for
15 willful infringements of copyrights by unauthorized non-dramatic
16 public performances of Plaintiffs' copyrighted musical works,
17 whether known or unknown, including, without limitation, the
18 specific claims and causes of action as alleged in the complaint
19 on file herein, for all periods through the date this
20 Stipulation is entered as an Order by the court. Plaintiffs
21 release all such claims and further waive the provisions of
22 California Civil Code section 1542 which provides:
24

25 A general release does not extend to claims
26 which the creditor does not know or suspect
27 to exist in his or her favor at the time of
28 executing the release, which if known by him
or her must have materially affected his or
her settlement with the debtor.

1 3. Contemporaneously with the execution of this
2 Stipulation, ASCAP shall provide to Defendants current ASCAP
3 General License Agreements for the Roseville, Elk Grove and
4 Sacramento establishments known as Mandango's. Defendants shall
5 accept and execute said license agreements and comply with all
6 terms and conditions of the license agreements. License fees
7 due under the license agreements for all periods through
8 December 31, 2006, are included in the settlement amount
9 referred to in Paragraph 1 above. License fees due under the
10 license agreements from and after January 1, 2007, are to be
11 paid in addition to the amount referred to in Paragraph 1 above.
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14 4. Failure of Defendants to make the payments as set
15 forth in Paragraph 1 above will constitute a default of
16 Defendants' obligations under this stipulation and will entitle
17 Plaintiffs to judgment as hereinafter set forth.
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19 5. In the event of any default or other occurrence upon
20 which judgment may be entered as set forth above, and upon seven
21 days' written notice from ASCAP or the attorneys for Plaintiffs
22 to Defendants' attorney, judgment shall be entered against
23 Defendants in the amount of Eight Thousand Dollars (\$8,000.00)
24 less the amount of any payment made by Defendants pursuant to
25 paragraph 1 above.
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6. This action shall be dismissed with prejudice, subject to the right of Plaintiffs to move the court for an order reopening the action and entering judgment as provided in Paragraph 5 above.

IT IS SO STIPULATED.

Defendant:

Dated: November 8, 2006. /s/ Wilson Scott Ashley
WILSON SCOTT ASHLEY

Defendant:

Dated: November 8, 2006. /s/ Howard John Cook
HOWARD JOHN COOK

Plaintiffs:

BROOKLYN, DUST MUSIC, *et al.* by
their attorney-in-fact, American
Society of Composers, Authors and
Publishers

Dated: November 14, 2006. By: /s/ Richard H. Reimer
RICHARD H. REIMER
Senior Vice-President,
Legal Services
American Society of Composers,
Authors and Publishers

[Signatures continue on next page.]

1 **APPROVED AS TO FORM:**

2 Dated: November 15, 2006. Goldsberry, Freeman & Guzman, LLP

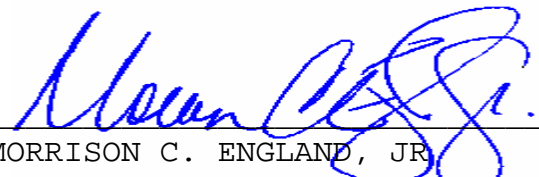
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4 By: /s/Forrest Plant, Jr.
5 FORREST PLANT, JR.
6 Attorneys for Plaintiffs

7 Dated: November 8, 2006. Law Offices of John M. O'Donnell

8 By: /s/John M. O'Donnell
9 JOHN M. O'DONNELL
10 Attorneys for Defendants

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12 **IT IS SO ORDERED.**

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14 Dated: November 20, 2006

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16 
17 MORRISON C. ENGLAND, JR.
18 UNITED STATES DISTRICT JUDGE
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